

UNITED STATES DISTRICT COURT

for the
District of North Dakota

Ibrahim A. Gross
Plaintiff

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Case No.:

-v-

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Jury Trial Demanded

North Dakota University System (NDUS)
Defendant

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COMPLAINT

- I. Plaintiff now provides for the parties in this action as follows:
 - A. Plaintiff Ibrahim A. Gross is a natural person who lives in Fargo, North Dakota 58103.
 - B. Defendant North Dakota University System (NDUS) is a state institution and a corporate person with a primary address at 600 E BOULEVARD AVE, DEPT 215, BISMARCK, ND 58505.
 - C. Plaintiff Ibrahim A. Gross worked for Defendant NDUS at its Core Technology Services (CTS) at the IT Building, 4349 James Ray Drive, Grand Forks, ND 58202.
- II. The Court has complete jurisdiction over this action under Title VII of the Civil Rights Act of 1964, GINA, and EPA. Both parties in this matter live in the State of North Dakota, and the money lost in income, surveillance pay, and paid insurance bought exceeds seventy-five thousand (\$75,000.00) dollars exclusive of interests and costs.
- III. Plaintiff started a position as a Network Analyst with Defendant on September 16, 2020. Defendant hired Plaintiff in the 3000/Professional Broadband.

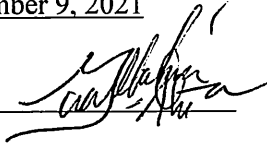
- IV. Between September 17, 2020, and September 29, 2020, Coworker (s) subjected Plaintiff to harassment, cyberbullying, and privacy intrusion.
- V. Between September 24, 2020, and October 21, 2020, Defendant subjected Plaintiffs to downgrading work duties.
- VI. Between September 29, 2020, and October 21, 2020, Defendant subjected Plaintiff to multiple retaliations, hostilities, and harassment because Plaintiff sought relief from immediate bosses.
- VII. Between September 29, 2020, and October 21, 2020, Defendant intruded on Plaintiff's privacy.
- VIII. Between September 17, 2020, and October 22, 2020, Defendant conspired against Plaintiff to terminate him wrongfully.
- IX. Defendant discriminated against Plaintiff based on suspected or informed disability against Plaintiff's. Between September 20, 2020, and October 22, 2020, Defendant indicated knowledge of disabilities of Plaintiff; Defendant replaced Plaintiff's Health Coverage's contact information with contact information unknown to him to deny him from using the health insurance coverage.
- X. On October 22, 2020, Defendant wrongfully terminated Plaintiff based on Plaintiff.
- XI. Upon termination, Plaintiff raised questions about his health coverage benefits and other benefits, but Defendant terminated all of Plaintiff's benefits and health coverage immediately.
- XII. Between February 26, 2021, and March 2, 2021, Defendant retaliated against Plaintiff for filing a complaint with the Equal Employment Opportunity Commission (EEOC).

WHEREFORE, I, Plaintiff Ibrahim Gross, demand this Court grant me reliefs against Defendant North Dakota University System (NDUS) as follows:

1. Grant Plaintiff a judgment against Defendant North Dakota University System (NDUS) for the sum of five hundred thousand (\$500,000.00) dollars with interest and costs.
2. Order such other reliefs under any applicable law in this action for Plaintiff as the Court deems it just and equitable.

Date of Signing: November 9, 2021

Signature of Plaintiff: _____

A handwritten signature in black ink, appearing to read 'Ibrahim A. Gross', written over a horizontal line.

Printed Name of Plaintiff: Ibrahim A. Gross

Email: ibrahimgross1@gmail.com